

DEFENSE

Research and Development

**Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS**

Signed at Picatinny Arsenal, Koblenz, Rome,
Abbey Wood North Bristol, and Bagneaux
November 10, 16, 25, and December 18, 2009

with

Annexes



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“...the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

MULTILATERAL

Defense: Research and Development

*Memorandum of understanding signed at Picatinny Arsenal,
Koblenz, Rome, Abbey Wood North Bristol,
and Bagneaux November 10, 16, 25, and December 18, 2009;
Entered into force December 18, 2009.
With annexes.*

MEMORANDUM OF UNDERSTANDING
AMONG
THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC
THE FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY
THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC
THE SECRETARY OF STATE FOR DEFENCE OF
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND
THE SECRETARY OF DEFENSE ON BEHALF OF
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
CONCERNING THE
STANDARDIZATION OF ELEMENTS OF 155MM WEAPON
AND AMMUNITION SYSTEMS
(SHORT TITLE: JOINT BALLISTICS MEMORANDUM OF UNDERSTANDING (JBMOU))

TABLE OF CONTENTS

INTRODUCTION	4
SECTION I	
DEFINITIONS.....	5
SECTION II	
OBJECTIVES AND PRINCIPLES	10
SECTION III	
SCOPE OF WORK.....	11
SECTION IV	
MANAGEMENT (ORGANIZATION AND RESPONSIBILITY).....	13
SECTION V	
FINANCIAL PROVISIONS	17
SECTION VI	
CONTRACTING PROVISIONS	19
SECTION VII	
EQUIPMENT AND MATERIAL TRANSFERS	21
SECTION VIII	
DISCLOSURE AND USE OF INFORMATION.....	23
SECTION IX	
CONTROLLED UNCLASSIFIED INFORMATION	29
SECTION X	
VISITS TO ESTABLISHMENTS.....	30
SECTION XI	
SECURITY	31
SECTION XII	
THIRD PARTY SALES AND TRANSFERS.....	32
SECTION XIII	
LIABILITY AND CLAIMS	34
SECTION XIV	
ADDITIONAL PARTICIPANTS	35
SECTION XV	
CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES.....	36
SECTION XVI	
SETTLEMENT OF DISPUTES.....	37
SECTION XVII	
LANGUAGE	38
SECTION XVIII	
GENERAL PROVISIONS.....	39
SECTION XIX	
AMENDMENT, TERMINATION, DURATION, AND ENTRY INTO EFFECT	40
ANNEX A	
MODEL JBMOU PROJECT ARRANGEMENT	45

ANNEX B

MODEL JBMOU EQUIPMENT AND MATERIAL TRANSFER

ARRANGEMENT 54

INTRODUCTION

The Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of Defence of the Italian Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on Behalf of the Department of Defense of the United States of America, hereinafter referred to as the "Participants":

Having a common interest in defense;

Recognizing the benefits to be obtained from standardization, rationalization, interchangeability, and interoperability of military equipment;

Desiring to improve their mutual conventional defense capabilities through the application of emerging technologies;

Recognizing the Framework Agreement between the French Republic, the Federal Republic of Germany the Italian Republic, the Kingdom of Spain, the Kingdom of Sweden, and the United Kingdom of Great Britain and Northern Ireland concerning Measures to Facilitate the Restructuring and Operation of the European Defense Industry, dated July 27, 2000 (LOI Framework Agreement);

Recognizing the provisions of the North Atlantic Treaty Organization (NATO) Agreement on the Communication of Technical Information for Defence Purposes, dated October 19, 1970, and its Implementing Procedures dated January 1, 1971;

Recognizing the NATO Agreement for Mutual Safeguarding of Secrecy of Inventions Relating to Defence and for Which Applications for Patents Have Been Made, dated September 21, 1960;

Recognizing the Implementing Procedures for the NATO Agreement on the Communication of Technical Information for Defence Purposes, approved by the North Atlantic Council on January 1, 1971;

Recognizing the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces, signed in London on June 19, 1951 (NATO SOFA);

Having cooperated and benefited in the efforts of the standardization of 155MM Weapon and Ammunition Systems to satisfy common operational requirements; and

Having a mutual need for the continuation of the standardization of elements of the 155MM Howitzer and ammunition to be a force multiplier on the battlefield, begun with work under the Memorandum of Understanding between the Government of the United States of America Represented by the Department of the Army and the Government of the Federal Republic of Germany Represented by the Federal Minister of Defence and the Government of the Republic of Italy Represented by the Minister of Defence and the Government of the United Kingdom of Great Britain and Northern Ireland Represented by the Secretary of State for Defence and the

Government of the French Republic Represented by the Minister of Defence of the Republic of France, Concerning the Standardization of Elements of 155mm Howitzers and Ammunition of April 20, 1978, as amended (the "1978 MOU");

Have reached the following understandings:

SECTION I
DEFINITIONS

The Participants have jointly decided upon the following acronyms or definitions for terms used in this MOU:

Background Information	Information not generated in the performance of the JBMOU.
Classified Information	Official Information that requires protection in the interests of national security and is so designated by the application of a security classification marking. This Information may be in oral, visual, magnetic, or documentary form or in the form of equipment or technology.
Contract	Any mutually binding legal relationship under national laws that obligates a Contractor to furnish supplies or services, and obligates one or more of the Participants to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the governmental organizations of the Participants. Contracting includes a description (but not determination) of supplies or services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting Agency	The entity within the government organization of a Participant that has authority to enter into, administer, or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Participant who has the authority to enter into, administer, or terminate Contracts.
Contractor	Any entity awarded a Contract by a Participant's Contracting Agency.
Contractor Support Personnel	Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Participant under a support Contract.
Contributing Participant	Those Participants who are signatories to a particular Project Arrangement, or Equipment and Material Transfer Arrangement pursuant to this MOU.
Controlled Unclassified Information	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. It includes Information that has been declassified but remains controlled.

Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of any Participant.
Element	Component of a 155MM Weapon System (which includes, but is not limited to, tube and ordnance) and Ammunition System, (which includes, but is not limited to, fuze, fuze setter, projectile, propelling charge system, and primer).
Equipment and Material	Any material, equipment, end item, subsystem, component, or test equipment acquired or provided for use in a PA or Equipment and Material Transfer Arrangement (E&MTA).
Financial Costs	JBMOU Activity costs met with monetary contributions.
Foreground Information	Information generated in the performance of a JBMOU Activity.
Information	Knowledge that can be communicated by any means, regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form, and whether or not subject to Intellectual Property rights.
Intellectual Property	In accordance with the World Trade Organization Agreement on Trade-related Aspects of Intellectual Property Rights of April 15, 1994, all copyright and related rights, all rights in relation to inventions (including Patent rights), all rights in registered and unregistered trademarks (including service marks), registered and unregistered designs, undisclosed Information (including trade secrets and know-how), layout designs of integrated circuits, geographical indications, and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields.
Interchangeability	The design of Weapons and Ammunition Systems such that any combination of projectile, propelling charge, fuze, and vent tube (primer) can be fired safely and effectively from any Howitzer using the firing data developed for the referenced JB MOU families of projectiles, without any degradation in performance, restrictions in use, and/or requirements for special operating procedures.
Interface Control	The evaluation of engineering change proposals, deviations, and waivers that would affect the safety and Interchangeability/ Interoperability of 155MM Weapon and Ammunition Systems covered under this MOU.

Interface Drawings	Drawings that define the physical and functional requirements of the system interfaces and that must be compatible such that Interchangeability/Interoperability can be maintained.
Interoperability	When an Element of the Ammunition System, with a specified combination of projectile, propelling charge, fuse and vent tube (primer), can be safely and effectively fired from a specified gun or Howitzer using appropriate firing data, even though there is a degradation in performance, restriction in use, and/or a special operating procedure is required.
JBMOU Activity	Any collaborative activity in support of the Scope of Work (Section III) of this MOU.
Management Plan	A plan that specifies how the objectives of the JBMOU are to be achieved.
Non-Financial Costs	JBMOU Activity costs met with non-monetary contributions.
Participant	A signatory to this MOU represented by its military and civilian personnel. Contractors and Contractor Support Personnel will not be representatives of a Participant under this MOU.
Patent	Grant by any Government or a regional office acting for more than one Government of the right to exclude others from making, using, importing, selling, or offering to sell an invention. The term refers to any and all patents, as defined by national law or like statutory protection, including, for those Participants concerned, divisions, continuations, renewals, and extensions of any of these.
Project Arrangement (PA)	An implementing arrangement, added after this MOU has entered into effect, that specifies the arrangement for collaboration on a JBMOU project among some or all of the Participants.
Project Invention	Any invention or discovery formulated or made in the course of work performed under a JBMOU Activity as defined by national laws.
Prospective Contractor	Any entity that seeks to enter into a Contract to be awarded by a Participant's Contracting Agency and that, in the case of a solicitation involving the release of export-controlled Information, is eligible to receive such Information.
Technical Annex	The title of a standardization agreement defining weapons and ammunition characteristics, interface and ballistics parameters, and test and evaluation procedures for 155MM Weapon and Ammunition Systems. Technical Annexes are products of the work under this MOU, but not integral parts of this MOU.
Third Party	Any person or other entity whose government or entity thereof is

Weapon and Ammunition
Systems

not a Participant.

The combination of Elements that enable the firing of 155MM
munitions.

SECTION II

OBJECTIVES AND PRINCIPLES

- 2.1 The objectives of this MOU, based on the Participants' common requirements, are to maximize the potential for the achievement of Interchangeability of the Participants' 155MM Weapon and Ammunition Systems and to demonstrate that Interchangeability has been achieved in order to enhance the effectiveness of the armed forces of the Participants to this MOU.
- 2.2 Principles for this MOU are:
 - 2.2.1 The Participants of this MOU will develop and take into use by their armed forces, Elements of new 155MM Weapon and Ammunition Systems that are in conformity with the applicable standards set out in this MOU and Joint Ballistics Management Board (JBMB) approved Technical Annexes.
 - 2.2.2 In the development of Elements of 155MM Weapon and Ammunition Systems, the Participants' objective will be to achieve Interchangeability with other Participants' 155MM Weapon and Ammunition Systems. Where this is not achievable, the Participants will ensure Elements of 155MM Weapon or Ammunition Systems are Interoperable (at a minimum from breech to target).
 - 2.2.3 The Participants will promote the exchange of Information regarding the Participants' requirements and development of Elements of 155MM Weapon and Ammunition Systems.
 - 2.2.4 Any Participant intending to introduce changes to accommodate system improvements and/or technological advancements that may improve the performance or effect cost reduction will immediately inform the other Participants.
 - 2.2.5 Some future national Elements, or changes to the existing Elements, of 155MM Weapon and Ammunition Systems, because of their special or unique purposes, may not be compliant with the existing Technical Annexes of this MOU. In such cases, the other Participants will be informed immediately in order to determine if changes to existing or additional Technical Annexes are necessary.
 - 2.2.6 Participants will provide support to each others' Interchangeability/ Interoperability testing programs within the limits of the requirements and scope of this MOU. A Participant whose item has been declared compliant will provide all necessary supporting materials if another Participant wishes to carry out Interchangeability/Interoperability studies and tests.
- 2.3 The process and requirements for declaring an Element to be JBMOU compliant and Interchangeable/Interoperable will be defined in the Management Plan.

SECTION III
SCOPE OF WORK

- 3.1 To meet the objectives and principles of this MOU, the Participants will:
- 3.1.1 identify common requirements and approve candidates for Interchangeability studies;
 - 3.1.2 establish Technical Annexes;
 - 3.1.3 evaluate data and/or conduct tests and studies to demonstrate Interchangeability/ Interoperability and validate Technical Annexes; and
 - 3.1.4 document the results in Interface Drawings and test reports, and provide input to operational (e.g., NATO) documents.
- 3.2 The following collaborative activities are authorized under this MOU:
- 3.2.1 Technical Annexes: Technical Annexes will be developed by the Joint Ballistics Working Group (JBWG) and approved by the JBMB to specify the requirements, procedures, and standards used to support achieving the objectives of the JBMOU.
 - 3.2.2 Information Exchange: Information may be exchanged under this MOU solely for purposes that are within the scope of this MOU, including harmonizing the Participants' respective requirements and for formulating, developing, and negotiating the arrangements for any JBMOU Activity. Such Information exchange will take place on an equitable, balanced, and reciprocal basis, taken over the life of this MOU.
 - 3.2.3 Test support: Mutual support may be provided among the Participants in the conduct of testing.
 - 3.2.4 JBMOU Equipment & Material transfers conducted between Participants for JBMOU Activities will be conducted in accordance with Section VII (Equipment and Material Transfers) of this MOU, and will be documented in a JBMOU PA or by using the model at Annex B (Model JBMOU Equipment and Material Transfer Arrangement) to this MOU.
 - 3.2.5 JBMOU PAs: PAs may be developed to include specific provisions, consistent with this MOU, concerning the objective, scope, management structure, financial arrangements, contractual arrangements (if required), Equipment and Material transfers, and disclosure and use of Information. JBMOU PAs will conform where practical to the model at Annex A (Model JBMOU Project Arrangement) to this MOU.

- 3.2.6 Establishment of committees, working groups, and sub-working groups as provided for in Section IV (Management (Organization and Responsibility)) of this MOU as required.
 - 3.2.7 The Participants may decide to prepare jointly "Lessons Learned" documents in order to improve current and future Technical Annexes and the effectiveness of Interchangeability/Interoperability testing. These documents will review the execution of JBMOU Activities. The Participants will treat "Lessons Learned" documents as Foreground Information for the purposes of this MOU.
- 3.3 Participation in all JBMOU Activities will be open to all Participants. If any one Participant does not wish to or is unable to participate in a JBMOU Activity, this does not preclude the other Participants from entering into that JBMOU Activity. A PA will enter into effect with the signature of all the Contributing Participants in the PA. Once a PA enters into effect, the addition of new Contributing Participants will be subject to unanimous approval of the Contributing Participants.

SECTION IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

- 4.1 All JBMOU Activities will be directed and administered on behalf of the Participants by an organization headed by the JBMB, taking input from the Joint Ballistics User Committee (JBUC), and executed by the JBWG and the Joint Configuration Control Committee (JCCC). As necessary, the Contributing Participants will appoint Project Officers (POs) and the JBMB will establish Working Groups (WGs). The JBMB will have overall authority over the WGs, in accordance with this MOU. The POs will have primary responsibility for effective implementation, efficient management, and direction of PAs and E&MTAs in accordance with this MOU. The Participants will maintain and fund their own organizations for managing this MOU.
- 4.2 Joint Ballistics Management Board (JBMB): The JBMB will consist of a representative designated by each Participant. The JBMB will meet annually, with additional meetings held if necessary, or at the request of any representative. The venue for the meetings will rotate among the Participants and the chairman will be the national representative or his delegate from the Participant hosting the meeting. The hosting Participant will be responsible for organizing and conducting the meeting and preparing meeting minutes. Decisions of the JBMB will be made unanimously. In the event that the JBMB is unable to reach a timely decision on an issue, each JBMB representative will refer the issue to its higher authority for resolution. The approved Management Plan will continue to be implemented without interruption under the direction of the JBMB while the issue is being resolved by higher authority.
- 4.3 The JBMB will be responsible for:
- 4.3.1 Exercising executive-level oversight of JBMOU Activities.
 - 4.3.2 Directing initiation or modification of Technical Annexes and review, approve, and sign new or amended Technical Annexes.
 - 4.3.3 Providing direction and priorities for the WGs.
 - 4.3.4 Ensuring that the Participants are aware of potential PAs and E&MTAs to provide opportunity for participation by all Participants.
 - 4.3.5 Establishing or disbanding WGs.
 - 4.3.6 Approving Terms of Reference (TOR) for WGs.
 - 4.3.7 Releasing JBMOU documents and Technical Annexes (that have been approved for public release in accordance with national procedures) to Third Parties in accordance with Section XII (Third Party Sales and Transfers) of this MOU.

- 4.3.8 Exchanging Information among the Participants in accordance with subparagraph 3.2.2. of Section III (Scope of Work) of this MOU.
- 4.3.9 Approving the Management Plan and any revisions thereto, and reviewing the progress of the JBMOU Activities against the Management Plan.
- 4.3.10 Resolving issues brought forth by the WGs.
- 4.3.11 Reviewing and forwarding to the Participants for approval recommended amendments to this MOU in accordance with Section XIX (Amendment, Termination, Duration, and Entry into Effect) of this MOU.
- 4.3.12 Maintaining oversight of the export-controlled and Controlled Unclassified Information of the JBMOU Activities by including in the Management Plan (within three months after the JBMOU enters into effect) instructions outlining how each Participant will mark, use, transmit, and safeguard such Information. These instructions will be implemented prior to the transfer of such Information.
- 4.3.13 Employing its best efforts to resolve, in consultation with the export control authorities of the Contributing Participants concerned, any export control issues raised by the PO in accordance with subparagraph 4.4.9 of this Section or raised by a Participant's JBMB representative in accordance paragraph 8.3 of Section VIII (Disclosure and Use of Information) of this MOU.
- 4.3.14 Providing recommendations to the Participants for the addition of new Participants in accordance with Section XIV (Additional Participants) of this MOU.
- 4.3.15 Monitoring Third Party sales and transfers authorized in accordance with Section XII (Third Party Sales and Transfers) of this MOU.
- 4.4 Project Officers (POs): For each PA and E&MTA, each Contributing Participant will appoint a PO. The POs will meet as necessary. All decisions of the POs will be by unanimous consent. The POs' responsibilities will include the following:
 - 4.4.1 Implementing and managing their assigned PA or E&MTA.
 - 4.4.2 Monitoring financial, technical, security, cost, schedule, and performance aspects of their assigned PA or E&MTA against requirements.
 - 4.4.3 Executing the requirements of the Contributing Participants, including the preparation, implementation, and maintenance of the PA or E&MTA, as required.
 - 4.4.4 Referring issues to the Contributing Participant that cannot be resolved by the POs.

- 4.4.5 Developing and recommending amendments to the PA or E&MTA to the Contributing Participants.
 - 4.4.6 Developing and implementing plans to manage and control the transfer of Equipment and Material provided by Participants under a PA in accordance with Section VII (Equipment and Material Transfers) of this MOU.
 - 4.4.7 Maintaining a list of all Equipment and Material transferred pursuant to the PA.
 - 4.4.8 Forwarding recommendations to the Contributing Participants for the addition of new Contributing Participants to the PA or E&MTA in accordance with Section XIV (Additional Participants) of this MOU.
 - 4.4.9 Monitoring export control arrangements required to implement the PA or E&MTA and, if applicable, referring immediately to the JBMB any export control issues that could adversely affect the implementation of the PA or E&MTA.
 - 4.4.10 Providing reports as directed by the Contributing Participants.
- 4.5 Working Groups (WGs): WGs will consist of at least one representative from each Participant. Each Participant will have one vote in WG matters and all WG decisions must be unanimous. Each Participant may have as many technical experts attend WG meetings as is deemed appropriate by that Participant. The JBMB will determine the scope of each WG's responsibilities, which will be described in the TOR. Each WG's TOR will be drafted and approved by the JBMB within 60 days of its establishment. WGs will meet at least annually, but more often if deemed necessary by the individual group. The chairmanship of each WG may rotate and the meeting locations may rotate among the Participants. Each hosting Participant will provide, without charge, appropriate meeting facilities, including security and administrative support. At a minimum, the JBMB will establish the following WGs:
- 4.5.1 Joint Ballistics Working Group (JBWG): The JBWG will be comprised of at least one national representative from each Participant. JBWG meetings will be held as required to complete the work assigned by the JBMB, normally twice a year, but no less than once annually. The meeting venue will rotate among the Participants. The chairman will be the national representative, or delegate, of the hosting Participant who will be responsible for organizing and conducting the meeting and preparing the meeting minutes. The JBWG will prepare and submit a progress report on the year's activities to the JBMB.
 - 4.5.2 Joint Configuration Control Committee (JCCC): The JCCC will be comprised of technical experts in the area of standardization and configuration management. Meetings will be held on an "as needed basis". The JCCC will consist of one national representative from each of the Participants. The JBWG will appoint a standing chairperson who will be responsible for organizing and conducting the

meeting and preparing meeting minutes. The JCCC will implement and maintain a configuration management system as approved by the JBWG and JBMB.

4.5.3 Joint Ballistics User Committee (JBUC): The JBUC will act as an advisory body to the JBMB and the JBWG on Participant policy and requirements. The JBUC will be comprised of representative(s) from each Participant. Meetings will be held at least annually. The JBUC will focus on Interchangeability/Interoperability and the timely identification of common requirements, consistent with the objective of the JBMOU, and for reporting its progress at each JBWG and JBMB meeting.

4.6 If a Participant finds it necessary to exercise a restriction on the retransfer of export-controlled Information as set out in paragraph 8.2 of Section VIII (Disclosure and Use of Information) of this MOU, it will promptly inform the other Participants. If a restriction is then exercised and an affected Participant objects, that Participant's JBMB representative will promptly notify the other Participants' JBMB representatives, and the JBMB will immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects.

SECTION V

FINANCIAL PROVISIONS

- 5.1 Each Participant will bear its own costs for its participation in all activities under this MOU.
 - 5.1.1 This MOU itself creates no financial commitments regarding any JBMOU Activity.
 - 5.1.2 Detailed descriptions of the financial and non-financial provisions for a specific PA, including each Contributing Participant's accepted cost share, will be described in that PA, as provided in Section VII (Financial Arrangements) of Annex A (Model JBMOU Project Arrangement) to this MOU.
 - 5.1.3 Any costs associated with an E&MTA will be specified in that Arrangement as provided in Annex B (Model JBMOU Equipment and Material Transfer Arrangement) to this MOU.
- 5.2 Each Contributing Participant will contribute its equitable share of the full Financial Costs and Non-financial Costs of each PA, including overhead costs, administrative costs, and costs of claims as mutually determined by the Contributing Participants. Each Contributing Participant will receive an equitable share of the results of each JBMOU Activity performed under this MOU including the benefits and commitments specified in Section VIII (Disclosure and Use of Information) of this MOU. Tasks performed by each Contributing Participant will be established in each PA. The assignment of tasks will represent an equitable sharing of the costs of work performed under each PA.
- 5.3 A Contributing Participant will promptly notify the other Contributing Participants if available funds are not adequate to carry out a JBMOU PA or E&MTA. If a Contributing Participant notifies the other Contributing Participants that it is terminating or reducing its funding for the JBMOU PA or E&MTA, the Contributing Participants will immediately consult with a view toward continuation on a modified basis. If the modified arrangements are not acceptable to all Contributing Participants, then the provisions of paragraph 19.9 of Section XIX (Amendment, Termination, Duration, and Entry Into Effect) will apply.
- 5.4 The following costs will be borne entirely by the Participant incurring the costs:
 - 5.4.1 Costs associated with national representation at meetings.
 - 5.4.2 Costs associated with hosting JBMOU meetings.
 - 5.4.3 Costs associated with any unique national requirements identified by a Participant.

- 5.4.4 Any other costs not expressly stated as shared costs or any costs that are outside the scope of this MOU.

SECTION VI

CONTRACTING PROVISIONS

- 6.1 If a Participant determines that Contracting is necessary to fulfill its responsibilities under Section III (Scope of Work) of this MOU, that Participant will contract in accordance with its respective national laws, regulations and procedures.
- 6.2 When one Participant individually Contracts to perform a task under a JBMOU Activity, it will be solely responsible for its own Contracting and the other Participants will not be subject to any liability arising from such Contracts.
- 6.3 For all Contracting activities performed by the Contributing Participants, the Contributing Participant's POs will, upon request, be provided a copy of all statements of work prior to the issuance of solicitations.
- 6.4 No jointly funded Contracts will be permitted under this MOU.
- 6.5 Each Participant's Contracting Agency will insert into its prospective Contracts (and require its Contractors to insert in subcontracts) provisions that satisfy the requirements of this MOU, including Section VIII (Disclosure and Use of Information), Section IX (Controlled Unclassified Information), Section XI (Security), Section XII (Third Party Sales and Transfers), and Section XIX (Amendment, Termination, Duration, and Entry into Effect) of this MOU, including the export control provisions in accordance with this MOU, in particular paragraphs 6.5 and 6.6 of this Section.
- 6.6 Each Participant will legally bind its Contractors to a requirement that the Contractor will not retransfer or otherwise use export-controlled Information furnished by another Participant for any purpose other than the purposes authorized under this MOU. The Contractor will also be legally bound not to retransfer the export-controlled Information to another Contractor or subcontractor unless that Contractor or subcontractor has been legally bound to limit use of the Information to the purposes authorized under this MOU. Export-controlled Information furnished by one Participant under this MOU may only be retransferred by another Participant to its Contractors if the legal arrangements required by this paragraph have been established.
- 6.7 Each Participant will legally bind its Prospective Contractors to a requirement that the Prospective Contractor will not retransfer or otherwise use export-controlled Information furnished by another Participant for any purpose other than responding to a solicitation issued in furtherance of the purposes authorized under this MOU. Prospective Contractors will not be authorized use for any other purpose if they are not awarded a Contract. The Prospective Contractors will also be legally bound not to retransfer the export-controlled Information to a prospective subcontractor unless that prospective subcontractor has been legally bound to limit use of the export-controlled Information for the purpose of responding to the solicitation. Export-controlled Information furnished by one Participant under this MOU may only be retransferred by another Participant to its Prospective Contractors if the legal arrangements required by

this paragraph have been established. Upon request by the furnishing Participant, the receiving Participant will identify its Prospective Contractors and prospective subcontractors receiving such export-controlled Information.

- 6.8 In the event a Participant's Contracting Agency is unable to secure adequate rights to use and disclose Information as required by Section VIII (Disclosure and Use of Information) of this MOU, or is notified by Contractors or Prospective Contractors of any restrictions on the disclosure and use of Information, that Participant's JBWG representative will notify the other Participants' JBWG representative of the restrictions.
- 6.9 Each Participant's JBWG representative will promptly advise the other Participants' JBWG representatives of any cost growth, schedule change, or performance problems of any Contractor for which the Contracting Officer is responsible.

SECTION VII

EQUIPMENT AND MATERIAL TRANSFERS

- 7.1 Each Participant may provide Equipment and Material identified as being necessary for executing a JBMOU PA or E&MTA to another Participant. Equipment and Material that is not expended will remain the property of the providing Participant.
- 7.1.1 For the purpose of carrying out a PA, each Contributing Participant may transfer to another Contributing Participant such Equipment and Material identified in a PA as being necessary for implementing a PA. The PA will provide specific details of any transfer of Equipment and Material. Equipment and Material identified at the time of PA signature will be specified in the PA set out in Annex A (Model JBMOU Project Arrangement) to this MOU. Approval for all transfers will be in accordance with national laws and regulations.
- 7.1.2 Outside of a PA, each Participant may transfer to another Participant, Equipment and Material in accordance with the model at Annex B (Model JBMOU Equipment and Material Transfer Arrangement) to this MOU. Approval for all E&MTAs will be in accordance with national laws and regulations.
- 7.2 The receiving Participant will maintain any such Equipment and Material in good order, repair, and operable condition. Unless the providing Participant has authorized the Equipment and Material to be expended or otherwise consumed without reimbursement to the providing Participant, the receiving Participant will return the Equipment and Material to the providing Participant in as good condition as received, normal wear and tear excepted, or return the Equipment and Material and pay the cost to restore it. If the Equipment or Material is damaged beyond economical repair, the receiving Participant will return the Equipment and Material to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value specified in the PA or the E&MTA that will be computed pursuant to the providing Participant's national laws and regulations. If the Equipment or Material is lost while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss to the providing Participant and pay the replacement value specified in the PA or the E&MTA to this MOU.
- 7.3 The providing Participant will deliver Equipment and Material to the receiving Participant at a mutually determined location. Possession of the Equipment and Material will pass from the providing Participant to the receiving Participant at the time of receipt of the Equipment and Material. Any further transportation is the responsibility of the receiving Participant, unless otherwise specified in a PA or an E&MTA to this MOU.
- 7.4 The receiving Participant will use all transferred Equipment and Material only for the purposes of carrying out this MOU, its PAs, or E&MTAs, unless otherwise consented to in writing by the providing Participant. The receiving Participant will not retransfer the Equipment and Material to another Participant without the prior written consent of the providing Participant. In accordance with Section XII (Third Party Sales and Transfers)

of this MOU, Equipment and Material will not be re-transferred or sold to a Third Party without the prior written consent of the providing Participant.

- 7.5 Equipment and Material transferred under this MOU will be returned to the providing Participant in accordance with the PA or the E&MTA to this MOU prior to the termination or expiration of the PA or E&MTA. The receiving Participant will return the Equipment and Material to the providing Participant at a mutually determined location. Possession of the Equipment and Material will pass from the receiving Participant to the providing Participant at the time of receipt of the Equipment and Material. Any further transportation is the responsibility of the providing Participant.

SECTION VIII

DISCLOSURE AND USE OF INFORMATION

- 8.1 General: The Participants recognize that successful collaboration depends on full and prompt exchange of Information necessary for carrying out this MOU. The Participants intend to acquire sufficient Information and rights to use such Information to enable the development of standardized Elements of 155MM Weapon and Ammunition Systems. The nature and amount of Information to be acquired will be consistent with Section II (Objectives and Principles), Section III (Scope of Work), and Section VI (Contracting Provisions) of this MOU.
- 8.2 Transfer of Information will be consistent with the furnishing Participant's applicable export control laws and regulations. Unless otherwise restricted by duly authorized officials of the furnishing Participant at the time of transfer to another Participant, all export-controlled Information furnished by that Participant to another Participant may be retransferred to the other Participant's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors, subject to the requirements of paragraphs 6.5 and 6.6 of Section VI (Contracting Provisions) of this MOU. Export-controlled Information may be furnished by Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of one Participant's nation to the Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of another Participant's nation pursuant to this MOU, subject to the conditions established in licenses or other approvals issued by the Government of the former Participant in accordance with its applicable export control laws and regulations.
- 8.3 Notwithstanding the provisions of this MOU that relate to the protection of Information, particularly Section VIII (Disclosure and Use of Information), Section IX (Controlled Unclassified Information), Section XI (Security), and Section XII (Third Party Sales and Transfers) of this MOU, the specific export control provisions set out in Section VI (Contracting Provisions) of this MOU and this Section, will not apply to transfers of Information among non-U.S. Participants where such exchanges do not include U.S. origin export-controlled Information.
- 8.4 For Background Information exchanged pursuant to subparagraph 3.2.2 of Section III (Scope of Work) of this MOU, the Participants may exchange Information through the JBMB or their designated representatives for the purposes of understanding the Participants' respective JBMOU requirements, evaluation, and assessment with a view toward identifying areas for cooperation, and for formulating, developing, and negotiating other JBMOU Activities. The furnishing Participant will clearly indicate to the receiving Participant that it is furnishing Information for these purposes. The disclosure and use of Information provisions of this Section that govern these Information exchange activities are as follows:
- 8.4.1 A Participant (including its Contractor Support Personnel) may only use the Information exchanged under this MOU for JBMOU purposes. The specific

prior written consent of the originating Participant is required for any other use or disclosure, including disclosure to Contractors.

- 8.4.2 A receiving Participant will ensure that Contractor Support Personnel or Contractors to whom it discloses Information received under this MOU are under a legally binding obligation not to further disclose such Information, and not to use such Information for other than JBMOU purposes, without prior written authorization.
- 8.4.3 No transfer of ownership of Information exchanged under this MOU will occur via the provisions thereof, and hence such Information will remain the property of the originating Participant or the holder of the proprietary rights. Transfer of such Information to Contractors will be consistent with each Participant's applicable respective export control laws and regulations.
- 8.4.4 The Participants may exchange Information under this MOU only when the following conditions are met:
 - 8.4.4.1 the Information is "necessary to" or "useful in" the JBMOU Activity, with the Participant in possession of the Information determining whether it is "necessary to" or "useful in" the JBMOU Activity;
 - 8.4.4.2 such Information may be made available without incurring liability to holders of Intellectual Property rights;
 - 8.4.4.3 disclosure is consistent with national disclosure policies and regulations of the furnishing Participant; and
 - 8.4.4.4 any disclosure or transfer of such Information to Contractors is consistent with the provisions of paragraphs 6.5 and 6.6 of Section VI (Contracting Provisions) of this MOU and paragraphs 8.2 and 8.3 of Section VIII (Disclosure and Use of Information) of this MOU.
- 8.5 For JBMOU Activities pursuant to subparagraphs 3.2.1, 3.2.3, 3.2.4, 3.2.5, 3.2.6, and 3.2.7 of Section III (Scope of Work), of this MOU, the rights for disclosure and use of Information will be in accordance with the provisions of subparagraphs 8.6 through 8.9 of Section VIII (Disclosure and Use of Information) of this MOU unless otherwise specified.
- 8.6 Government Foreground Information:
 - 8.6.1 Disclosure: All Foreground Information generated by a Contributing Participant's military or civilian employees will be disclosed promptly and without charge to the other Contributing Participants.
 - 8.6.2 Use: Each Contributing Participant may use all Government Foreground Information without charge for Defense Purposes. The Participant generating

Government Foreground Information will also retain all its rights of use thereto. Any sale or other transfer to a Third Party will be subject to the provisions of Section XII (Third Party Sales and Transfers) of this MOU.

8.7 Government Background Information:

8.7.1 Disclosure: Each Contributing Participant, upon request, will disclose promptly and without charge to the other Contributing Participants any relevant Government Background Information generated by its military or civilian employees, provided that:

8.7.1.1 such Government Background Information is necessary to or useful in the JBMOU Activity, with the Participant in possession of the Information determining whether it is "necessary to" or "useful in" the JBMOU Activity;

8.7.1.2 such Government Background Information may be made available without incurring liability to holders of Intellectual Property rights;

8.7.1.3 disclosure is consistent with the national disclosure policies and regulations of the furnishing Participant; and

8.7.1.4 any disclosure or transfer of such Government Background Information to Contractors is consistent with the provisions of paragraphs 6.5 and 6.6 of Section VI (Contracting Provisions), and paragraphs 8.2 and 8.3 of Section VIII (Disclosure and Use of Information) of this MOU.

8.7.2 Use: Government Background Information disclosed by one Contributing Participant to other Contributing Participants may be used without charge by the other Contributing Participants for JBMOU Purposes only; however, the furnishing Participant will retain all its rights with respect to such Background Information.

8.8 Contractor Foreground Information:

8.8.1 Disclosure: Any Foreground Information generated and delivered by Contractors will be disclosed without charge to the Participants.

8.8.2 Use: Each Contributing Participant may use without charge for its Defense Purposes all Contractor Foreground Information generated and delivered by Contractors of the other Contributing Participants. The Participant whose Contractors generate and deliver Contractor Foreground Information will also retain all its rights of use thereto in accordance with the applicable Contract(s). Any sale or other transfer to a Third Party of Contractor Foreground Information will be subject to the provisions of Section XII (Third Party Sales and Transfers) of this MOU.

8.9 Contractor Background Information:

8.9.1 Disclosure: Any Background Information, (including Information subject to Intellectual Property rights) generated and delivered by Contractors will be made available to the other Participants provided the following provisions are met:

8.9.1.1 such Background Information is necessary to or useful in the JBMOU Activity, with the Participant in possession of the Information determining whether it is "necessary to" or "useful in" the JBMOU Activity;

8.9.1.2 such Background Information may be made available without incurring liability to holders of Intellectual Property rights;

8.9.1.3 such disclosure is consistent with the national disclosure policies and regulations of the furnishing Participant; and

8.9.1.4 any disclosure or transfer of such Contractor Background Information to Contractors is consistent with the provisions of paragraphs 6.5 and 6.6 of Section VI (Contracting Provisions), and paragraphs 8.2 and 8.3 of Section VIII (Disclosure and Use of Information) of this MOU.

8.9.2 Use: Contractor Background Information furnished by one Contributing Participant's Contractors and disclosed to the other Contributing Participants may be used without charge by the other Contributing Participants for JBMOU Purposes only, and may be subject to further restrictions by holders of Intellectual Property rights; however, the furnishing Participant will retain all its rights with respect to such Background Information.

8.10 Alternative Uses of Information:

8.10.1 Any Background Information provided by one Participant will be used by the other Participants only for the purposes set forth in this MOU, unless otherwise consented to in writing by the providing Participant.

8.10.2 The prior written consent of each Contributing Participant will be required for the use of Foreground Information (unless previously approved for public release) for purposes other than those provided for in this MOU.

8.11 Proprietary Information:

8.11.1 All Information subject to disclosure and use restrictions with respect to Intellectual Property rights will be identified and marked, and it will be handled as Controlled Unclassified Information.

8.11.2 The provisions of the NATO Agreement on the Communication of Technical Information for Defence Purposes, done at Brussels on October 19, 1970, and

the Implementing Procedures for the NATO Agreement on the Communication of Technical Information for Defence Purposes, approved by the North Atlantic Council on January 1, 1971, (or any successor agreement and procedures), will apply to Information that is subject to Intellectual Property rights.

8.12 Patents:

- 8.12.1 Each Contributing Participant will include in all its Contracts for a JBMOU Activity, a provision governing the disposition of rights in regard to Project Inventions and Patent rights relating thereto, that either:
 - 8.12.1.1 provides that the Contributing Participant will hold title to all Project Inventions together with the right to make Patent applications for the same, free of encumbrance from the Contractor concerned; or
 - 8.12.1.2 provides that the Contractor will hold title (or may elect to retain title) for Project Inventions together with the right to make Patent applications for the same, while securing for the Contributing Participants a license for the Project Inventions, and any Patents thereto, on terms in compliance with the provisions of subparagraph 8.12.6 of this Section.
- 8.12.2 In the event that a Contractor holds title (or elects to retain title) to any Project Invention, the Contracting Participant will secure for the other Contributing Participants a non-exclusive, irrevocable, royalty-free license under all Patents secured for that invention, to practice or have practiced the patented Project Invention for Defense Purposes throughout the world, unless otherwise specified in a PA or E&MTA.
- 8.12.3 The provisions of subparagraphs 8.12.4 through 8.12.6 of this Section will apply in regard to Patent rights for all Project Inventions made by a Contributing Participant's military or civilian employees, including those within Government-owned facilities, and for all Project Inventions made by Contractors for which the Contracting Participant holds title or is entitled to acquire title.
- 8.12.4 Where a Participant has or can secure the right to file a Patent application with regard to a Project Invention, that Participant will consult with the other Contributing Participants regarding the filing of such Patent application for such Project Invention. The Contributing Participant that has or receives title to such Project Invention will, in other countries, file, cause to be filed, or provide the other Contributing Participants with the opportunity to file on behalf of the Participant holding title, or its Contractors, as appropriate, Patent applications covering that Project Invention. A Participant will immediately notify other Participants that a Patent application has been filed. If a Participant, having filed or caused to be filed a Patent application, abandons prosecution of the application, or ceases maintaining the Patent granted or issued on the application, that Participant will notify the other Contributing Participants of

that decision and permit another Contributing Participant to continue the prosecution or maintain the Patent as the case may be.

- 8.12.5 The other Contributing Participants will be furnished with copies of Patent applications filed and Patents granted with regard to Project Inventions.
- 8.12.6 Each Participant will grant to the other Contributing Participants a non-exclusive, irrevocable, royalty-free license under its Patents for Project Inventions, to practice or have practiced, throughout the world for Defense Purposes.
- 8.13 Each Participant will notify the other Contributing Participants of any Intellectual Property liability claims brought against that Participant arising in the course of work performed under a JBMOU Activity on behalf of one or more of the other Contributing Participants. Insofar as possible, the applicable Contributing Participants will provide Information available to them that may assist in defending such claims. Each Participant will be responsible for handling all Patent liability claims brought against it, and will consult with the other Contributing Participants during the handling, and prior to any settlement, of such claims. The Contributing Participants will share in the costs of resolving Intellectual Property liability claims in proportion to their financial contributions for that work specified in a PA.
- 8.14 The Contributing Participants will, as permitted by their national laws, regulations, and practices, give their authorization and consent for all use and manufacture in the course of work performed under a PA of any invention covered by Patent, or as determined to be necessary for work under a PA, authorization and consent for non-commercial copyright, granted or otherwise provided by their respective countries.

SECTION IX

CONTROLLED UNCLASSIFIED INFORMATION

- 9.1 Except as otherwise provided in this MOU or as authorized in writing by the originating Participant, Controlled Unclassified Information provided or generated pursuant to this MOU will be controlled as follows:
 - 9.1.1 Such Information will be used only for the purposes authorized in accordance with Section VIII (Disclosure and Use of Information) of this MOU.
 - 9.1.2 Access to such Information will be limited to personnel whose access is necessary for the permitted use under subparagraph 9.1.1 of this Section, and will be subject to the provisions of Section XII (Third Party Sales and Transfers) of this MOU.
 - 9.1.3 Each Participant will take all lawful steps available to it, which may include national classification to keep such Information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 9.1.2 of this Section, unless the originating Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Information may have to be further disclosed under any legislative provision, immediate notification will be given to the originating Participant.
- 9.2 To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information is appropriately marked to ensure its "in confidence" nature. The Participants' export-controlled Information will be marked in accordance with the applicable Participant's export control markings as documented in the JBMB Management Plan for this MOU. The Participants will also decide, in advance and in writing, on the markings to be placed on any other types of Controlled Unclassified Information and describe such markings in the JBMB Management Plan for this MOU.
- 9.3 Controlled Unclassified Information provided or generated pursuant to this MOU will be handled in a manner that ensures control as provided for in paragraph 9.1 of this Section.
- 9.4 Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Participants will ensure the Contractors are legally bound to control such Information in accordance with the provisions of this Section.

SECTION X

VISITS TO ESTABLISHMENTS

- 10.1 Each Participant will permit visits to its government establishments, agencies, laboratories, and Contractor industrial facilities by employees of the other Participants or by employees of the other Participants' Contractor(s), provided that the visit is authorized by the Participants and the employees have all necessary and appropriate security clearances and a need-to-know.
- 10.2 All visiting personnel will be required to comply with the security regulations of the hosting Participant. Any Information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this MOU.
- 10.3 Requests for visits by personnel of one Participant to a facility of another Participant will be coordinated through official channels, and will conform to the established visit procedures of the host country. Requests for visits will bear the name of the JBMOU as well as the PA or E&MTA, as appropriate.
- 10.4 Lists of personnel of each Participant required to visit facilities of the other Participants, on a continuing basis, will be submitted through official channels in accordance with recurring international visit procedures.

SECTION XI

SECURITY

- 11.1 It is the intent of the Participants that the JBMOU Activities carried out under this MOU will be conducted at the unclassified level. No Classified Information will be provided or generated under this MOU.

SECTION XII

THIRD PARTY SALES AND TRANSFERS

- 12.1 Except to the extent permitted in paragraphs 12.3 and 12.4 of this Section, the Participants (or Contributing Participants in a PA or E&MTA) will not sell, transfer title to, disclose, or transfer possession of Foreground Information to any Third Party without the prior written consent of each Participant's Government (or each Contributing Participant's Government in a PA or E&MTA under this MOU). Furthermore, the Participants (or Contributing Participants in a PA or E&MTA under this MOU) will not permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of each Participant's Government (or each Contributing Participant's Government in a PA or E&MTA under this MOU). Such consent will not be given unless the government of the intended recipient confirms in writing with the Participants (or Contributing Participants in a PA or E&MTA under this MOU) that it will:
- 12.1.1 not retransfer, or permit the further retransfer of, any Equipment and Material or Foreground Information provided; and
 - 12.1.2 use, or permit the use of, the Equipment and Material or Foreground Information provided only for the purposes specified by the Participants (or Contributing Participants in a PA or E&MTA).
- 12.2 A Participant will not sell, transfer title to, disclose, or transfer possession of Equipment and Material or Background Information provided by other Participants to any Third Party without the prior written consent of the Participant's responsible national authority that provided such Equipment and Material or Background Information. The providing Participant's responsible national authority will be solely responsible for authorizing such transfers and, as applicable, specifying the method and provisions for implementing such transfers.
- 12.3 Each Participant will retain the right to sell, transfer title to, disclose, or transfer possession of Foreground Information that:
- 12.3.1 is generated solely by either that Participant or that Participant's Contractors in the performance of that Participant's work under Section III (Scope of Work) of this MOU; and
 - 12.3.2 does not include any Foreground Information or Background Information of another Participant, and whose generation, test, or evaluation has not relied on the use of Equipment or Material of another Participant.
- 12.4 Foreground Information that is determined by the JBMB to be available for public release is available for release to Third Parties, and not subject to further restrictions or national approval.

- 12.5 Consent for Third Party sales and transfers of Foreground Information or any item produced either wholly or in part from Foreground Information, will be subject to foreign policy, national security considerations, and national laws, regulations, and policies. No Participant's responsible national authority will refuse approval of a sale or transfer to a Third Party when it would be willing to sell or transfer such Information to the same Third Party.
- 12.6 In the event questions arise as to whether the Foreground Information (or any item produced either wholly or in part from the Foreground Information) that a Participant (or Contributing Participants in a PA or E&MTA under this MOU) intends to sell, transfer title to, disclose, or transfer possession of to a Third Party is within the scope of paragraph 12.3 of this Section, the matter will be brought to the immediate attention of the other Participant's JBMB representative. The Participants (or Contributing Participants in a PA or E&MTA under this MOU) will resolve the matter prior to any sale or other transfer of such Foreground Information (or any item produced either wholly or in part from the Foreground Information) to a Third Party.

SECTION XIII

LIABILITY AND CLAIMS

- 13.1 With the exception of claims for loss of or damage to Equipment and Material under Article VII (Equipment and Material Transfers) of this MOU, claims against any Participant or its personnel will be dealt with in accordance with Article VIII of the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, signed in London on June 19, 1951 (NATO SOFA). Employees and agents of Contractors will not be considered to be civilian personnel employed by a Participant when applicable.
- 13.2 When NATO SOFA is not applicable, the following provisions will apply:
 - 13.2.1 With the exception of claims for loss of or damage to Equipment and Material under Article VII (Equipment and Material Transfers) of this MOU, each Participant waives all claims against the other Participants with respect to injury to or death of its military or civilian personnel and for damage to or loss of its property caused by such personnel (that do not include Contractors) of another Participant. If however, such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's military or civilian personnel, the costs of any liability will be borne by that Participant alone, in accordance with its national laws and regulations. The Participants will, however, mutually determine if such injury, death, damage, or loss resulted from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant.
 - 13.2.2 Claims from any other persons for injury, death, damage, or loss of any kind caused by one of the Participants' personnel will be processed by the most appropriate Participant, as mutually determined by the Participants. The cost incurred in satisfying such claims will be borne by the Participant in accordance with the cost sharing in the appropriate PA under this MOU. If, however, such liability results from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's military or civilian personnel, the costs of any liability will be borne by that Participant alone, in accordance with its national laws and regulations. The Participants will, however, mutually determine if such injury, death, damage, or loss resulted from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's personnel. The Participants will not indemnify Contractors against liability claims by other persons.
- 13.3 Claims arising under or related to any contract awarded pursuant to this MOU will be dealt with in accordance with the provisions of the Contract.

SECTION XIV

ADDITIONAL PARTICIPANTS

- 14.1 It is recognized that other potential Participants may wish to join this MOU.
- 14.2 Unanimous consent of the Participants will be required to conduct discussions with potential additional Participants. The Participants will discuss the arrangements under which another Participant might join, including the furnishing of releasable Information for evaluation prior to joining. If the disclosure of Information is necessary to conduct discussions, such disclosure will be in accordance with Section VIII (Disclosure and Use of Information), Section IX (Controlled Unclassified Information) and Section XII (Third Party Sales and Transfers) of this MOU.
- 14.3 The Participants will jointly formulate the provisions under which additional Participants might join. The addition of new Participants to this MOU will require amendment of this MOU by the Participants.

SECTION XV

CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

- 15.1 Customs duties, import and export taxes, and similar charges will be administered in accordance with each Participant's respective laws and regulations. Insofar as existing national laws and regulations permit, the Participants will endeavor to ensure that such readily identifiable duties, taxes, and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under this MOU, its PAs, or E&MTAs.
- 15.2 Each Participant will use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work. If any such duties, taxes, or similar charges are levied, the Participant in whose country they are levied will bear such costs, if participating in the relevant PA or E&MTA under this MOU.
- 15.3 If, in order to apply European Union (EU) regulations, it is necessary to levy duties, then these will be met by the EU recipient. To this end, parts or components of the equipment coming from outside the EU will proceed to their final destination accompanied by the relevant customs document enabling settlement of duties to take place. The duty will be levied as a cost over and above the relevant Participant's cost share under this MOU.

SECTION XVI

SETTLEMENT OF DISPUTES

- 16.1 Disputes between or among the Participants arising under or relating to this MOU will be resolved only by consultation between or among the relevant Participants (or the Contributing Participants of a PA or E&MTA under this MOU) and will not be referred to a national court, an international tribunal, or to any other person or entity for settlement.

SECTION XVII

LANGUAGE

- 17.1 The working language(s) for JBMOU Activities will be mutually determined by the JBMB. The Participants are responsible for providing translation or interpreting services, as necessary.
- 17.2 All Technical Annexes will be produced in the mutually determined language(s) of the Participants and in case of more than one version of the Technical Annexes, each text will be equally valid.

SECTION XVIII

GENERAL PROVISIONS

- 18.1 All activities of the Participants under this MOU will be carried out in accordance with their respective national laws and regulations, including their export control laws and regulations. Consistent with Section V (Financial Provisions) of this MOU, the commitments of the Participants will be subject to the availability of appropriated funds for such purposes.
- 18.2 In the event of a conflict between the provisions of this MOU, or any PA, or E&MTA under this MOU, this MOU will take precedence.

SECTION XIX

AMENDMENT, TERMINATION, DURATION, AND ENTRY INTO EFFECT

- 19.1 This MOU may be amended only upon the unanimous written consent of the Participants.
- 19.2 This MOU may be terminated at any time upon the unanimous written consent of the Participants. In the event of MOU termination, all JBMOU Activities also will be automatically terminated.
- 19.3 A Participant may withdraw from this MOU upon 180 days written notification to the other Participants.
- 19.4 Any PA or E&MTA under this MOU may be amended only upon the unanimous written consent of the Contributing Participants.
- 19.5 Any PA or E&MTA under this MOU may be terminated at any time upon written consent of the Contributing Participants. Any PA or E&MTA with only two Contributing Participants under this MOU may be terminated by either Contributing Participant 120 days after a written notification to the other Contributing Participant.
- 19.6 A Contributing Participant may withdraw from any PA or E&MTA with three or more Contributing Participants under this MOU upon 120 days written notification to the other Contributing Participants.
- 19.7 In the event of termination of either the MOU or a PA, the Participants or Contributing Participants will consult prior to the date of termination to ensure termination on the most economical and equitable basis.
- 19.8 In the event of a notification of withdrawal, the Participants or Contributing Participants will consult prior to the date of withdrawal to ensure withdrawal on the most economical and equitable basis.
- 19.9 In the event of termination of or withdrawal from either the MOU, PA, or E&MTA, the following rules will apply:
 - 19.9.1 Each Participant or Contributing Participant will be responsible for its own costs associated with termination or withdrawal.
 - 19.9.2 The Participant terminating or withdrawing from this MOU, or a PA or E&MTA established under this MOU, will continue participation, financial or otherwise, up to the effective date of termination or withdrawal.
 - 19.9.3 The Participant terminating or withdrawing from this MOU, or a PA or E&MTA established under this MOU, will pay all Contract modification or termination costs that would not otherwise have been incurred but for the decision to terminate; in no event,

however, will a terminating or withdrawing Contributing Participant's total financial contribution, including Contract termination costs, exceed that Contributing Participant's total share of the financial contributions as established in a respective PA to this MOU.

19.9.4 All Information and rights therein received under the provisions of this MOU prior to termination or withdrawal will be retained by the Participants or Contributing Participants, subject to the provisions of this MOU.

- 19.10 The respective benefits and responsibilities of the Participants regarding Section VII (Equipment and Material Transfers), Section VIII (Disclosure and Use of Information), Section IX (Controlled Unclassified Information), Section XI (Security), Section XII (Third Party Sales and Transfers), and Section XIII (Liability and Claims), and this Section XIX (Amendment, Termination, Duration, and Entry Into Effect) will continue to apply notwithstanding termination or expiration of this MOU.
- 19.11 This MOU, which consists of nineteen (19) Sections and two (2) Annexes, will enter into effect upon signature by all Participants and will remain in effect for twenty-five (25) years. This MOU may be extended by the written mutual consent of the Participants.
- 19.12 Upon entry into effect, this MOU will supersede the 1978 MOU. The benefits and commitments obtained under the 1978 MOU will be retained by the Participants of this MOU in accordance with the provisions of this MOU. The Technical Annexes of the 1978 MOU will be subsumed under this MOU, under the authority of the JBMB in accordance with the provisions of this MOU.
- 19.13 This MOU is signed in five originals in English and French languages, both texts being equally valid.

FR GE IT LR US MOU Concerning the Standardization of Elements of 155mm Weapon and Ammunition Systems (JBMOU)

FOR THE MINISTER OF DEFENCE
OF THE FRENCH REPUBLIC

Signature

Name

L'ingénieur général de l'armement Patrick Auroy
Directeur général adjoint

Title

Date

18 DEC. 2009

Location

Bagram

FR/GE/IT/UK/U.S. MOU Concerning the Standardization of Elements of 155mm Weapon and Ammunition Systems (JBMOU)

FOR THE FEDERAL MINISTRY OF DEFENCE
OF THE FEDERAL REPUBLIC OF GERMANY



Signature

Reinhard Schütte

Name

Vizepräsident BWB

Title



Date

Koblenz

Location

FOR THE MINISTRY OF DEFENCE
OF THE ITALIAN REPUBLIC


Signature

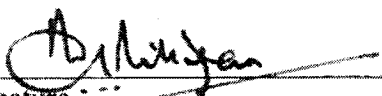
TEN. GEN. ANTONIO GUCCIARDINO
Name

DIRETTORE GENERALE DEGLI ARMAMENTI TERRESTRI
Title

16 NOVEMBRE 2009
Date

ROMA
Location

FOR THE SECRETARY OF STATE FOR
DEFENCE OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN
IRELAND


Signature

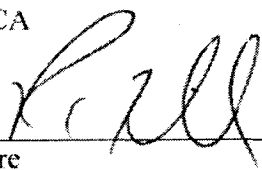
BRIGADIER M A L MILLIGAN
Name

HEAD OF COMBAT TRACKS GROUP
Title

25 NOVEMBER 2009
Date

ABBEY WOOD NORTH, BRISTOL, UK
Location

FOR THE SECRETARY OF DEFENSE ON
BEHALF OF THE DEPARTMENT OF
DEFENSE OF THE UNITED STATES OF
AMERICA



Signature

Rene C. Kiebler

Name

Deputy Project Manager

Title

10 November, 2009

Date

Picatinny Arsenal, New Jersey

Location

ANNEX A

MODEL JBMOU PROJECT ARRANGEMENT

PROJECT ARRANGEMENT NO.

BETWEEN/AMONG (FILL IN THE NAME(S) OF THE APPROPRIATE PARTICIPANT(S)

AND

(FILL IN THE APPROPRIATE PARTICIPANT(S) CONTEMPLATED)

CONCERNING

(FULL TITLE OF THE PROJECT) UNDER THE

MEMORANDUM OF UNDERSTANDING AMONG

THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC

THE FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY

THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC

THE SECRETARY OF STATE FOR DEFENCE OF
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND

THE SECRETARY OF DEFENSE ON BEHALF OF

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

CONCERNING THE STANDARDIZATION OF ELEMENTS OF 155MM WEAPON AND

AMMUNITION SYSTEMS

(SHORT TITLE: JOINT BALLISTICS MEMORANDUM OF UNDERSTANDING (JBMOU))

DATED MM/DD/YR

TABLE OF CONTENTS

SECTION	PAGE
	INTRODUCTION
I	DEFINITION OF TERMS AND ABBREVIATIONS
II	OBJECTIVES
III	SCOPE OF WORK
IV	SHARING OF TASKS
V	BREAK DOWN AND SCHEDULE OF TASKS
VI	MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)
VII	FINANCIAL ARRANGEMENTS
VIII	CONTRACTING PROVISIONS
IX	SPECIAL ARRANGEMENTS
X	LEVEL OF CLASSIFICATION
XI	PRINCIPAL ORGANIZATIONS INVOLVED
XII	EQUIPMENT AND MATERIAL TRANSFERS
XIII	TERMINATION, DURATION, AND ENTRY INTO EFFECT

Note: Number paragraphs sequentially, i.e., 1.1, 1.2, etc.

INTRODUCTION

This Project Arrangement (PA) is entered into pursuant to the Memorandum of Understanding among the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of Defence of the Italian Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense on Behalf of the Department of Defense of the United States of America Concerning the Standardization of Elements of the 155MM Weapon and Ammunition Systems (Short Title: Joint Ballistics Memorandum of Understanding (JBMOU)), which entered into effect **mm/dd/yyyy**, the provisions of which are hereby incorporated by reference.

SECTION I

DEFINITION OF TERMS AND ABBREVIATIONS

(Define only those terms used in this PA that have not been defined in the JBMOU.)

SECTION II

OBJECTIVES

2.1 The objectives of this _____ PA are:

2.1.1 The development of...

2.1.2 The improvement of...

2.1.3 The investigation of...

2.1.4 The testing of...

2.1.5 The evaluation of...

SECTION III
SCOPE OF WORK

3.1 The following work will be carried out under this PA:

- 3.1.1 Research...
- 3.1.2 Develop...
- 3.1.3 Evaluate...
- 3.1.4. Design, fabricate, and test...

SECTION IV
SHARING OF TASKS

4.1 The sharing of tasks will be as follows:

- 4.1.1 The XX DoD/MOD will...
- 4.1.2 The XX DoD/MOD will...
- 4.1.3 The XX DoD/MOD and the XX DoD/MOD will jointly...
- 4.1.3.x Prepare a final report for transmission to the Contributing Participants.

SECTION V
BREAK DOWN AND SCHEDULE OF TASKS

(Optional)

5.1 The PA will proceed according to the following phases and schedule:

Phase I	Start	End
Description of Phase 1	Month # _____	Month # _____

(Milestone 1) (e.g., Transmittal of Feasibility Report)

Phase 2	Start	End
Description of Phase 2	Month # _____	Month # _____

(Milestone 2) (e.g., Decision to proceed to Phase 3)

Phase 3	Start	End
Description of Phase 3	Month # _____	Month # _____

(Milestone 3) (e.g., Evaluation, analysis of results)

(Add as many phases as necessary)

- 5.2 The final report must be transmitted to the Contributing Participants six months before the termination date of this PA. A summary report will be provided to the JBMB, after termination of this PA.

SECTION VI

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

- 6.1 The Contributing Participants will appoint and provide oversight and guidance to the Project Officers (POs) to ensure that the requirements for cost, schedule, and performance are satisfied. The results of the PA will be provided to the Contributing Participants.

- 6.2 The following, or equivalent in the event of reorganization, are designated as POs:

6.2.1 XX DoD/MOD PO

Title/Position _____

Organization _____

Address _____

6.2.2 XX DoD/MOD PO

Title/Position _____

Organization _____

Address _____

- 6.3 Particular Management Procedures:

(Mention only those additional management responsibilities not covered under Section IV (MANAGEMENT (ORGANIZATION AND RESPONSIBILITY) of the JBMOU.)

SECTION VII

FINANCIAL ARRANGEMENTS

- 7.1 The total cost of performance of the work under this PA will not exceed (Use an agreed upon currency here. If with the United States, include USD (\$)) _____ (State the total cost(s) in either or all of the Participants' currency Fiscal Year).

7.1.1 The XX DoD/MOD tasks will not cost more than (use an agreed upon currency here, if with the U.S., include USD (\$)) _____.

7.1.2 The XX DoD/MOD tasks will not cost more than (use an agreed upon currency here, if with the U.S., include USD (\$)) _____.

- 7.2 Cooperative efforts of the Participants over and above the jointly determined tasks detailed in Section III (Scope of Work), Section IV (Sharing of Tasks), and in this Section of this PA will be subject to amendment to this PA or signature of a new PA.

(Optional Table)

TABLE OF FINANCIAL AND NON-FINANCIAL COSTS

	Phase I	Phase II	Phase III	Total
DoD/MOD Financial				
DoD/MOD Non-Financial				
DoD/MOD Financial				
DoD/MOD Non-Financial				
Total Contributions				

Using the above table and whatever description is necessary, specify how the PA will be funded. Identify both financial (funds) and non-financial (range time, use of equipment, etc.) contributions of each Contributing Participant and identify the amount of funds to be transferred between the Contributing Participants.)

- 7.3 Each Participant will perform, or have performed its tasks and will use its best efforts to perform, the tasks within the cost estimates specified in each PA to this MOU. Each Participant will bear the full costs it incurs for performing, managing, and administering its own activities under this MOU and participation in each PA.

SECTION VIII
CONTRACTING PROVISIONS

(Optional)

(Insert any special Contract provisions that are needed to supplement the standard provisions contained in the JBMOU.)

SECTION IX
SPECIAL ARRANGEMENTS

(Optional)

(Include any special contractual, Intellectual Property rights or other provisions relevant to the specific PA.)

SECTION X
LEVEL OF CLASSIFICATION

- 10.1 No Classified Information will be exchanged under this PA.
- 10.2 The existence of this PA is unclassified and the contents are unclassified.

SECTION XI
PRINCIPAL ORGANIZATIONS INVOLVED

(List the government laboratories, research centers, etc. for the DoD/MOD(s) including full postal address.)

SECTION XII

EQUIPMENT AND MATERIAL TRANSFERS

(Optional)

- 12.1 Equipment and Material to be transferred will be documented in a list to this PA in the following format.

Providing Participant	Receiving Participant	Qty	Description Part/ Stock #	Consumable/ Non-Consumable	Approx Value	E&MT Period
-----------------------	-----------------------	-----	------------------------------	-------------------------------	--------------	-------------

The list will be prepared by the POs for signature by the Contributing Participants, after appropriate national approvals have been obtained. The list will be an integral part of this PA.

- 12.2 The providing Participant will transfer the Equipment and Material identified in paragraph 12.1 of this Section.

SECTION XIII

AMENDMENT, TERMINATION, DURATION, AND ENTRY INTO EFFECT

This _____ Project Arrangement, a Project under the Memorandum of Understanding Among the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of Defence of the Italian Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense on Behalf of the Department of Defense of the United States of America Concerning the Standardization of Elements of the 155MM Weapon and Ammunition Systems (short title: Joint Ballistics Memorandum of Understanding (JBMOU) of mm/dd/yyyy, will enter into effect upon its signature, and will remain in effect for _____ years unless terminated by the Participants. It may be extended by written consent of the signatories of this Project Arrangement.

This PA is signed in (xx) copies in the languages as required by the Contributing Participants, each copy being equally valid.

Fill in the appropriate MOD/DoD

Signature

Name

Title

Date

Location

Fill in the appropriate MOD/DoD

Signature

Name

Title

Date

Location

ANNEX B

MODEL JBMOU EQUIPMENT AND MATERIAL
TRANSFER ARRANGEMENT

TRANSFER ARRANGEMENT NUMBER E&MTA-_____*

BETWEEN/AMONG (FILL IN THE NAME(S) OF THE APPROPRIATE PARTICIPANT(S)

AND

(FILL IN THE APPROPRIATE PARTICIPANT(S) CONTEMPLATED

IN THE

EQUIPMENT AND MATERIAL TRANSFER ARRANGEMENT)

UNDER THE MEMORANDUM OF UNDERSTANDING AMONG

THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC

THE FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY

THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC

THE SECRETARY OF STATE FOR DEFENCE OF
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

AND

THE SECRETARY OF DEFENSE ON BEHALF OF THE

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

CONCERNING THE

STANDARDIZATION OF ELEMENTS OF THE 155MM WEAPON AND AMMUNITION
SYSTEMS

(SHORT TITLE: JOINT BALLISTICS MEMORANDUM OF UNDERSTANDING (JBMOU))
DATED MM/DD/YR

INTRODUCTION

This Equipment and Material Transfer Arrangement (E&MTA) is entered into pursuant to the Memorandum of Understanding among the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of Defence of the Italian Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on Behalf of the Department of Defense of the United States of America Concerning the Standardization of Elements of the 155mm Weapon and Ammunition Systems (short title: Joint Ballistics Memorandum of Understanding (JBMOU)), the provisions of which are hereby incorporated by reference. This E&MTA is being executed by authorized representatives of the providing and receiving Participants pursuant to Section VII (Equipment and Material Transfer) of the JBMOU.

SECTION I

DESCRIPTION AND QUANTITY

- 1.1 The following Equipment and Material will be transferred by the providing Participant to the receiving Participant:

Providing Participant	Receiving Participant	QTY	Description	Part/ Stock #	Consumables/ Non-Consumables	Return Date	Estimated Replacement Value *
-----------------------	-----------------------	-----	-------------	---------------	------------------------------	-------------	-------------------------------

(Fill in as appropriate) The Estimated Replacement Value is a good faith estimate of the replacement value at the time of the E&MTA. Should a loss occur, the actual replacement value will be determined by the providing Participant in consultation with the receiving Participant.

- 1.2 *(Choose one of the following alternatives, or use both if both situations apply.)*

Alternative A – Use when return of Equipment and Material is planned:

None of the Equipment and Material identified in paragraph 1.1 of this Section is intended to be consumed or expended during the course of the JBMOU Activities described in Section II (Purpose) of this E&MTA.

Alternative B – Use when return of Equipment and Material is not planned due to its consumption during the Activity:

The Equipment and Material *(specify as appropriate)* described in paragraph 1.1 of this Section is intended to be consumed or expended during the course of the JBMOU Activities described in Section II (Purpose) of this E&MTA.

SECTION II

PURPOSE

- 2.1 The purpose of this E&MTA is to support the following JBMOU Activities.
(Fill in as appropriate)

SECTION III

MANAGEMENT AND RESPONSIBILITIES

- 3.1 Each Participant will establish a point of contact who will be responsible for implementing this E&MTA.

3.1.1 For the providing Participant the point of contact is *

3.1.2 For the receiving Participant the point of contact is *

** Insert the appropriate names, title/office symbols, addresses, and telephone numbers of the individuals assigned to implement the JBMOU E&MTA.*

- 3.2 Responsibilities of the Providing Participant:

3.2.1 Transfer of the Equipment and Material: The providing Participant will transfer the Equipment and Material listed above for the duration of the transfer period specified in paragraph 6.4 (Amendment, Termination, and Transfer Period) of this E&MTA, unless extended by mutual written consent.

3.2.2 Equipment and Material Delivery: The providing Participant will deliver the Equipment and Material (*specify arrangements*). Responsibility for the Equipment and Material will pass from the providing Participant to the receiving Participant at the time of receipt of the Equipment and Material. Any further transportation is the responsibility of the receiving Participant unless otherwise specified in this paragraph.

3.2.3 Information – The providing Participant will furnish the receiving Participant such Information as is necessary to enable the Equipment and Material to be used in

JBMOU Activities described in Section II (Purpose) of this E&MTA in accordance with Section VIII (Disclosure and Use of Information) of the JBMOU.

3.3 Responsibilities of the receiving Participant:

3.3.1 Inspection and Inventory – The receiving Participant will inspect and inventory the Equipment and Material upon receipt. The receiving Participant will also inspect and inventory the Equipment and Material prior to its return to the providing Participant, unless the Equipment and Material is consumed in accordance with subparagraph 3.3.2 of this Section.

3.3.2 *(Choose one of the following alternatives, or use both if both situations apply.)*

Alternative A – Use when return of Equipment and Material is planned.

Return of Equipment and Material: Upon expiration or termination of the transfer period as specified in paragraph 6.4 (Amendment, Termination, and Transfer Period) of this E&MTA (taking into account any approved extensions by the providing Participant), the receiving Participant will return the Equipment and Material to the providing Participant (**specify arrangements**). If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond economical repair while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss/destruction/irreparable damage to the providing Participant.

Alternative B – Use when return of Equipment and Material is not planned due to its consumption during the activity.

Consumption of Equipment and Material: It is intended that the receiving Participant will consume the Equipment and Material specified in paragraph 1.1 of Section I (Description and Quantity) of this E&MTA during the course of the JBMOU Activities described in Section II (Purpose) of this E&MTA. If this does occur, the receiving Participant will provide written notice of its consumption to the providing Participant. In the event consumption does not occur prior to the end of the transfer period specified in paragraph 6.4, of Section VI (Amendment, Termination, and Transfer Period) of this E&MTA, the receiving Participant will return the Equipment and Material to the providing Participant (**specify arrangements**). If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond repair prior to its intended consumption while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss/destruction/irreparable damage to the providing Participant.

- 3.4 This E&MTA provides only for transfer of Equipment and Material associated with JBMOU Activities described in Section II (Purpose) of this E&MTA. Signature of this E&MTA does not imply any commitment by a Participant to participate in any activities beyond the E&MTA described herein.

SECTION IV
SPECIAL PROVISIONS

(Optional)

- 4.1 *(Insert any special provisions as required.)*

SECTION V
CLASSIFICATION

- 5.1 No classified Equipment and Material will be transferred under this E&MTA.

SECTION VI
AMENDMENT, TERMINATION, AND TRANSFER PERIOD

- 6.1 The provisions of this E&MTA may be amended or extended by written mutual consent of authorized representatives of the Participants in accordance with Section VII (Equipment and Material Transfers) of this MOU.
- 6.2 The Equipment and Material transfer described in this E&MTA may be terminated at any time in accordance with the following provisions:
- 6.2.1 through the mutual written consent of the authorized representatives of the Participants;
- 6.2.2 unilaterally by the receiving Participant on 120 days written notice to the providing Participant; or
- 6.2.3 unilaterally by the providing Participant at any time.
- 6.3 Responsibilities regarding security and protection against unauthorized use, disclosure, or transfer that accrued prior to termination or expiration of the transfer period will continue to apply without limit of time in accordance with Section XIX (Amendment, Termination, Duration, and Entry into Effect) of this MOU.
- 6.4 The transfer period for the Equipment and Material described herein begins on the date of the last signature below, and unless terminated or extended, will continue until *(enter date or amount of time)*.

This E&MTA is signed in (xx) copies in the languages as required by the Contributing Participants, each copy being equally valid.

Fill in the appropriate MOD/DoD

Signature

Name

Title

Date

Location

Fill in the appropriate MOD/DoD

Signature

Name

Title

Date

Location